

MODEL AGREEMENT – 3/10/05

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES

IN THE MATTER OF:

AGREEMENT No.:

AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES

AND [person's name]

TO INVESTIGATE AND CLEAN UP [enter property name and address/ legal description]

PURSUANT TO SS. 75.105 and 292.11, WIS. STATS

WHEREAS, sec. 75.105(2), Wis. Stats., authorizes the governing body of a County or the City of Milwaukee to cancel, if desired, all or a portion of the unpaid real property taxes for which a tax certificate has been issued, plus interest and penalties on those taxes, if all of the following conditions are met:

- A. The property is contaminated by a hazardous substance.
- B. An environmental assessment has been conducted which concludes that the property is contaminated by the discharge of a hazardous substance.
- C. The owner of the property or another person agrees to clean up the property by restoring the environment to the extent practicable and minimizing the harmful effects from a discharge of a hazardous substance in accordance with rules that the department promulgates.
- D. The owner of the property or another person presents to the county or city an agreement entered into with the department to investigate and clean up the property.
- E. The owner of the property agrees to maintain and monitor the property

as required under rules that the department promulgates and under any contract entered into under those rules; and

WHEREAS, [person's name] [Options--has acquired, is attempting to acquire or has agreed to acquire] real property located in the [enter name of Town, Village or City and County], Wisconsin, which together consists of property described as [street address of the property], with the following legal description [list the legal description of the property] (hereinafter referred to as “the property”), and

WHEREAS, the department has reviewed the [list documents reviewed] in order to make the determination that the property is contaminated by a hazardous substance discharge, and

WHEREAS, [person's name], [Optional--after acquiring the property], agrees to undertake certain site investigation and remedial actions which are required on the Property because of the presence of hazardous substances and, accordingly, [person's name] agrees to restore the environment at the Property consistent with the requirements of all applicable state and federal laws; and

WHEREAS, [person's name], [Optional--after acquiring the property], agrees to maintain and monitor the property as required under department rules and any contract entered into under those rules; and

WHEREAS, in consideration of, and in exchange for, the promises and mutual understandings contained herein, and intending to be bound legally hereby, [person's name] and the department, by their authorized representatives, have agreed to the execution of this Agreement.

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, [person's name] and the department agree as follows:

I. Parties Bound

The department and [person's name] each have consented to the following Agreement, entered into pursuant to sec.75.105, Wis. Stats.

II. Work to be Performed

All work to be performed by [person's name] pursuant to this Agreement shall be conducted in accordance with ch. 292, Wis Stats., and the Ch. NR 700 Administrative Rule series, including Chapters NR 716, 720, 722, 724 and 726, Wis. Adm. Code and other applicable Administrative Rules and Statutes.

III. Submission of Documents

Documents, including reports, plans and correspondence submitted pursuant to this Agreement shall be submitted to the department according to sec. NR 700.11, Wis. Adm. Code. Copies of documents submitted to the department should be sent to the following address(es), or to such other address(es) as the parties agree to hereafter:

[FILL IN THE DEPARTMENT CONTACT NAMES AND ADDRESSES AND OTHERS]

IV. Site Access

The employees and authorized representatives of the department shall have the authority to enter the site to inspect the project and shall have access to all project records at all reasonable times

for any purpose relating to the implementation of this Agreement. These may include but are not limited to: inspecting progress of the site work by **[person's name]**; conducting environmental testing; verifying data, etc. **[Person's name]** shall honor all reasonable requests for such access by the department or its authorized representatives.

V. Fees

[Person's name] agrees to reimburse the department for any costs incurred by the department for its oversight activities under this Agreement. Fees shall be paid as provided in Ch. NR 750, Wis. Adm. Code, and Ch. NR 749, Wis. Adm. Code.

VI. Effective Date

This Agreement shall be executed by **[person's name]** prior to being executed by the department. The effective date of the Agreement shall be the later of the dates on which the department signs and dates the Agreement and the date **[person's name]** acquires the property.

VII. Conditions Under Which Agreement is Voided

This Agreement shall be null and void and the parties shall not be bound by the terms of the Agreement if **[person's name]** does not acquire title to the property or if the governing body of the county does not cancel all of the unpaid real property taxes for which a tax certificate has been issued, plus interest and penalties on those taxes, on the property, or a portion of the unpaid real property taxes that is acceptable to **[person's name]**.

VIII. Amendment of the Agreement

In addition to the procedures set forth above, this Agreement may be amended by mutual written agreement of the department and **[person's name]**.

WISCONSIN DEPARTMENT OF

NATURAL RESOURCES

By: _____

Date: _____

Mark F. Giesfeldt, P.E., Director
Bureau for Remediation and Redevelopment

[PERSON'S NAME]

By: _____

Date: _____

(Name and Title)